

# UNOFFICIAL COPY



AFTER RECORDING RETURN TO:

The PrivateBank and Trust Company  
70 W. Madison Street, Suite 200  
Chicago, Illinois 60602-4202  
Attn: Dan Michalski

Doc#: 1029547014 Fee: \$48.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 10/22/2010 11:32 AM Pg: 1 of 7

PROPERTY ADDRESS AND  
PERMANENT INDEX NUMBER:

9301-07 S. Halsted Street  
Chicago, Illinois

25-04-316-001-0000

THIS INSTRUMENT PREPARED BY:

H. Jeffrey McCown  
McCown Law Offices  
22837 S. Wirth  
Frankfort, Illinois 60423

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## SECOND MODIFICATION TO MORTGAGE AND ASSIGNMENT OF RENTS

This Agreement entered into as of June 16, 2010 by and between MOHAMMAD ALSAFAR, having an address of 8537 S. Laramie Avenue, Burbank, Illinois and IMAD ODEH, having an address of 1838 Pastoral Lane, Hanover Park, Illinois (the "Grantor"), and THE PRIVATEBANK AND TRUST COMPANY (as successor to Founders Bank) (the "Lender"), having an address of 70 W. Madison Street, Suite 200, Chicago, Illinois 60602.

A. Grantor executed a Mortgage (the "Mortgage") dated August 10, 2006 and recorded on September 1, 2006 as Document No. 0624443037 in the Office of the Cook County Recorder of Deeds (the "Recorder's Office"), as amended by a Modification of Mortgage dated November 10, 2008 and recorded in the Recorder's Office on December 18, 2008 as Document No. 0835340096, and encumbering property located at 9301-07 S. Halsted Street, Chicago, Illinois and as described on Exhibit A attached hereto (the "Property").

B. Grantor also executed an Assignment of Rents and Leases (the "Assignment") dated August 10, 2006 and recorded on September 1, 2006 as Document No. 0624443038 in the Recorder's Office and encumbering the Property.

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C. The Mortgage and the Assignment secure the Promissory Note dated August 10, 2006 in the amount of \$400,000 signed by the Grantor, as extended from time to time, including by a Promissory Note dated May 10, 2009 in the amount of \$110,314.30, together with all renewals, extensions, modifications and consolidations thereof, and all substitutions therefor;

D. The Lender is concurrently herewith making a loan in the amount of \$150,000 to Farah Trading Corp., and as a condition to the making of such loan, Lender requires that Grantor enter into this Agreement for the purpose of securing such new loan with the Mortgage and Assignment.

NOW, THEREFORE, in consideration of the foregoing, the parties hereby agree as follows:

1. Secured Note. The definitions of "Note" on page 11 of the Mortgage and page 7 of the Assignment are hereby deleted in their entireties and replaced by the following:

Note. The word "Note" means, collectively, the indebtedness evidenced by the following:

(a) Promissory Note dated August 10, 2006 in the amount of \$400,000 signed by the Grantor, as extended from time to time, including by a Promissory Note dated May 10, 2009 in the amount of \$110,314.30, together with all renewals, extensions, modifications and consolidations thereof, and all substitutions therefor; and

(b) Junior Mortgage Note dated June 16, 2010 in the principal amount of \$150,000 signed by Farah Trading Corp., together with all renewals, extensions, modifications and consolidations thereof, and all substitutions therefor;

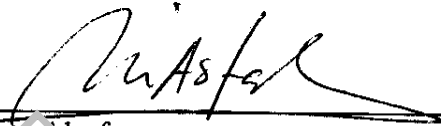
2. Continuing Effect. All the terms of the Mortgage and Assignment are hereby incorporated by reference herein, and except as hereby modified, the Mortgage and Assignment shall remain in full force and effect in all respects. Grantor hereby reaffirms,

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assumes and binds itself to all of the obligations, duties, rights, covenants, terms and conditions that are contained in the Mortgage and Assignment.

IN WITNESS WHEREOF, this Agreement has been duly executed the day and year first above written.

THE PRIVATEBANK AND TRUST COMPANY

  
\_\_\_\_\_  
Mohammad Alsafar

By: \_\_\_\_\_  
Its: \_\_\_\_\_

  
\_\_\_\_\_  
Imad Odeh

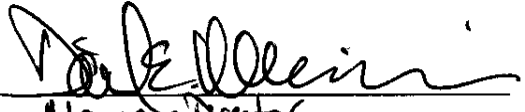
Property of Cook County Clerk's Office

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assumes and binds itself to all of the obligations, duties, rights, covenants, terms and conditions that are contained in the Mortgage and Assignment.

IN WITNESS WHEREOF, this Agreement has been duly executed the day and year first above written.

THE PRIVATEBANK AND TRUST COMPANY

By:   
Its: Managing Director

\_\_\_\_\_  
Mohammad Alsafar

\_\_\_\_\_  
Imad Odeh

Property of Cook County Clerk's Office

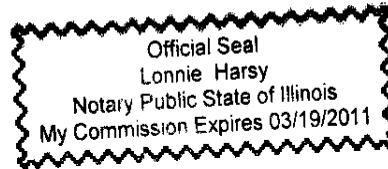
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STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF Will )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that MOHAMMAD ALSAFAR, who is personally known to me to be the same persons whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 21<sup>st</sup> day of October, 2010.

Lonnie Harsy  
Notary Public

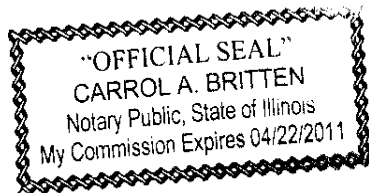


STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF DuPage )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that IMAD ODEH, who is personally known to me to be the same persons whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 22<sup>nd</sup> day of October, 2010.

Carrol Britten  
Notary Public



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STATE OF ILLINOIS     )  
  ) SS.  
COUNTY OF COOK     )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Daniel E. Michalski of THE PRIVATEBANK AND TRUST COMPANY (as successor to Founders Bank), Managing Director of said Bank, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such officer, appeared before me this day in person and acknowledged that such officer signed and delivered the said instrument as his or her own free and voluntary act and as the free and voluntary act of said Bank for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 22nd day of October, 2010



*Elizabeth Gaytan*  
Notary Public

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## Exhibit A

### Legal Description

The West 158 of the North 1/2 of the West 1/2 Acres of the North 10 acres of the Southwest 1/4 of the Southwest 1/4 of Section 4, Township 37 North, Range 14, East of the Third Principal Meridian (except that party thereof lying within the West 50 feet of Section conveyed to the City of Chicago by Document 10795374 for widening of South Halsted Street) in Cook County, Illinois.

Property Address: 9301-07 S. Halsted Street  
Chicago, Illinois

P.I.N. 25-04-316-001-0000

Property of Cook County Clerk's Office